Case 19-10520-pmm Doc 45 Filed 09/11/20 Entered 09/12/20 00:46:26 Desc Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

In re:
Peggy Robin Brill
Debtor

Case No. 19-10520-pmm Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-4 User: JEGilmore Page 1 of 1 Date Rcvd: Sep 09, 2020 Form ID: pdf900 Total Noticed: 11

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 11, 2020. db Peggy Robin Brill, 14 Lincoln Rd, Kutztown, PA 19530-8302 +Bureau of Audit and Enforcement, City of Allentown, 435 Hamilton Street, smq Allentown, PA 18101-1603 City Treasurer, Eighth and Washington Streets, Reading, PA 19601 smg 3501 Corporate Pkwy, P.O. Box 520, smq +Dun & Bradstreet, INC, Centre Valley, PA 18034-0520 Allentown, PA 18101-2401 +Lehigh County Tax Claim Bureau, 17 South Seventh Street, smg 633 Court Street, Second Floor, Reading, PA 19601-4300 +Tax Claim Bureau, Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. E-mail/Text: RVSVCBICNOTICE1@state.pa.us Sep 10 2020 05:02:45 smg Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946 +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Sep 10 2020 05:02:56 U.S. Attorney Office c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404 +E-mail/PDF: acg.acg.ebn@americaninfosource.com Sep 10 2020 05:04:22 U.S. Attorney Office, smg cr Capital One Auto Finance, a division of Capital On, Oklahoma City, OK 73118-7901 4515 N Santa Fe Ave. Dept. APS, cr +E-mail/PDF: acg.acg.ebn@americaninfosource.com Sep 10 2020 05:05:06 Capital One Auto Finance, a division of Capital On, c/o AIS Portfolio Services, LP, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901 +E-mail/PDF: gecsedi@recoverycorp.com Sep 10 2020 05:04:40 c/o PRA Receivables Management, LLC, PO Box 41021, No Synchrony Bank, cr Norfolk, VA 23541-1021 TOTAL: 5 ***** BYPASSED RECIPIENTS (undeliverable, * duplicate) ***** Bayview Loan Servicing, as servicer for, Metropolitan Life Insurance Company cr TOTALS: 1, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 11, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 9, 2020 at the address(es) listed below: JASON BRETT SCHWARTZ on behalf of Creditor Capital One Auto Finance, a division of Capital One, N.A. jschwartz@mesterschwartz.com KEVIN G. MCDONALD on behalf of Creditor Metropolitan Life Insurance Company bkgroup@kmllawgroup.com KEVIN G. MCDONALD on behalf of Creditor Bayview Loan Servicing bkgroup@kmllawgroup.com REBECCA ANN SOLARZ on behalf of Creditor Metropolitan Life Insurance Company bkgroup@kmllawgroup.com ROLANDO RAMOS-CARDONA on behalf of Trustee SCOTT F. WATERMAN (Chapter 13) ecfmail@readingch13.com SCOTT WATERMAN on behalf of Trustee SCOTT F. WATERMAN (Chapter 13) ECFmail@fredreiglech13.com
SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com SHAWN J. LAU on behalf of Debtor Peggy Robin Brill shawn_lau@msn.com, g61705@notify.cincompass.com United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 9

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

PEGGY ROBIN BRILL

a/k/a P. ROBIN BRILL a/k/a PEGGY BRILL,

: Chapter 13

Case No. 19-10520-PMM

Consent Order Settling Capital One Auto Finance,

a division of Capital One, N.A.'s

Debtor Motion For Relief From The Automatic

Stay Pursuant To 11 U.S.C. § 362

AND NOW, this 9th day of September

, 2020, this matter having come

before this Court upon application of Capital One Auto Finance, a division of Capital One, N.A. (hereinafter referred to as "COAF"), a secured creditor of the above-named Debtor, by its counsel, for relief from the automatic stay pursuant to 11 U.S.C. § 362;

AND it appearing that Debtor, *Peggy Robin Brill*, through Debtor's attorney, *Shawn J*. Lau, Esquire, have reached an agreement with regard to said Motion for Relief regarding a 2013 HYUNDAI Elantra Sedan 4D Limited I4, V.I.N. 5NPDH4AEXDH279803 (the "Vehicle"), as per the terms contained in this Order;

AND, it appearing that Debtor is indebted to COAF on a loan which enabled Debtor to refinance said Vehicle, which loan terms are set forth in a Loan and Security Agreement (the "Contract"); and

It appearing that COAF is the holder of a secured claim against the Debtor and;

It appearing that the Debtor remains in arrears post-petition in the amount of \$560.24 (\$254.24 in post-petition arrears, plus \$306.00 in attorney's fees and costs) as of August 28, 2020;

It appearing that the Debtor and COAF have reached an agreement to cure post-petition arrears and attorney's fees and costs, the Debtor agrees to pay \$93.38 monthly beginning September 26, 2020 for the next six (6) months (with payments due on the twenty-sixth of each month) to cure said arrears, while making regular monthly post-petition payments (\$254.24 per the Contract) due under the Contract beginning with the September 26, 2020 payment for a total monthly payment from September 26, 2020 through February 26, 2021 of \$347.62, wherefore,

It is hereby ORDERED and DECREED that if Debtor shall fail to make the regular monthly payment (or any portion thereof) or fail to make payment toward the curing of the arrears as set forth above and Debtor fails to cure said default within ten (10) days after notice by *COAF* (or its counsel) of said default, counsel for *COAF* may file a Certification of Default with the Court setting forth Debtor's default and *COAF* shall be granted immediate relief from the automatic stay provisions of Section 362 of the Bankruptcy Code (11 U.S.C. § 362), and *COAF* is then also free to proceed with exercising its rights and remedies as may be allowed under State and Federal law. The Debtor shall be allowed to default and cure such default under this Consent Order one (1) time. Should Debtor default a second (2nd) time, notice of the default will be served, but the Debtor will not be granted an opportunity to cure the default and counsel for *COAF* may file a Certification of Default with the Court setting forth Debtor's default and *COAF* shall be granted immediate relief from the automatic stay provisions of Section 362 of the Bankruptcy Code (11 U.S.C. § 362).

It is **FURTHER ORDERED** and **DECREED** that in the event Debtor converts to a bankruptcy under any Chapter other than Chapter 13 of the Bankruptcy Code then Debtor shall pay all pre-petition arrears and post-petition arrears within fifteen (15) days from the date the case is converted from Chapter 13 to any other Chapter. If Debtor fails to make payment in accordance with this paragraph then *COAF*, through Counsel, may file a certification setting forth said failure and *COAF* shall be granted immediate relief from the automatic stay provisions of Section 362 of the Bankruptcy Code (11 U.S.C. § 362) and *COAF* is then also free to proceed with exercising its rights and remedies as may be allowed under State and Federal law.

The failure by *COAF*, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of *COAF's* rights hereunder.

This Order is a supplement and in addition to the Contract and not in lieu thereof.

Facsimile signatures shall be accorded the same force and effect as an original signature, and may be submitted to the Court.

It is further Ordered that the fourteen (14) day stay provided by Rule 4001(a)(3) is hereby waived.

BY THE COURT:

Patricia M. Mayer

U.S. BANKRUPTCY JUDGE

Patricia M. Mayer

Post-Petition Arrears:

\$ 254.24

Counsel Fees:

\$ 306.00

Total:

\$ 560.24

Creditor: Capital One Auto Finance, a division of Capital One, N.A. By Counsel: Mester & Schwartz, P.C.

By:

Jason Brett Schwartz, Esquire Mester & Schwartz, P.C. 1917 Brown Street Philadelphia, PA 19130

(267) 909-9036

DATED:

Seen and agreed to -- We hereby consent to the form and entry of the foregoing Order.

Debtor: Peggy Robin Brill

By Counsel for Debtor: Shawn J. Lau, Esquire

By: /s/ Shawn J. Lau

Shawn J. Lau, Esquire Lau & Associates 4228 St. Lawrence Avenue Reading, PA 19606 (610) 370-2000

DATED: 9-2-2020

Chapter 13 Trustee:

Scott F. Waterman, Trustee 2901 St. Lawrence Ave.

Suite 100

Reading, PA 19606 (610) 779-1313

DATED: